

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

KARYN CUMMINGS	:
350 Blackwood Clementon Rd	:
Apt. 2104	:
Pine Hill, NJ 08021	:
Plaintiff	:
	:
v.	:
	:
THE PRUDENTIAL INSURANCE	:
COMPANY OF AMERICA	:
1936 Cottman Avenue	:
Philadelphia, PA 19111	:
Defendant	: NO.:

**COMPLAINT**

NOW COMES, the Plaintiff, Karyn Cummings, by and through her Counsel, Pond, Lehocky, LLP, and hereby complains of the above referenced Defendant, The Prudential Insurance Company of America (hereinafter referred to as “Prudential”), as follows:

**I. STATEMENT OF JURISDICTION:**

1. Jurisdiction is conferred upon this Honorable Court pursuant to 28 U.S.C. § 1331 and 29 U.S.C. § 1332(e). This Honorable Court has jurisdiction over all issues raising a federal question and this instant matter involves a disability policy issued to the Claimant through her Employer, thus it is governed by the Employee Retirement Income Security Act of 1974 (ERISA) 29 U.S.C. § 1011, et seq.

2. Venue is proper in this jurisdiction under the ERISA statute, venue is proper “in the district where the plan is administered, where the breach took place, or where a defendant resides or may be found.” 29 U.S.C. §1132(e)(2):

a. All acts and occurrences material to the instant causes of action occurred within the jurisdictional boundaries of this Honorable Court as the Defendant, Prudential administered Plaintiff’s benefits and issued the denial of benefits through its Disability Management Services office located in Philadelphia, PA. A copy of the denial is attached hereto and marked as Exhibit “A.”

b. The Plaintiff’s employer was Ocwen Financial Services with a business address located at 1938 74<sup>th</sup> Avenue, Philadelphia, PA 19138.

## **II. FACTS:**

3. The Plaintiff, Karyn Cummings, is an adult and competent individual with a physical address of 350 Blackwood Clementon Road, Apt 2104, Pine Hill, NJ 08021.

4. The Defendant, Prudential, under information and belief, is a business entity with corporate headquarters located at 751 Broad Street, Newark, NJ 07102, but with an office designated for disability management services located in Philadelphia, PA.

5. Prudential is a business entity which issues disability insurance policies which are governed by the Employee Retirement Insurance Security Act

(ERISA), 29 U.S.C. §1011, et seq.

6. On a date certain, Prudential issued a policy providing disability insurance benefits the Plaintiff through the her employer, Ocwen Financial Corporation.

7. The policy of insurance aforementioned provided for an employee benefit plan as defined and covered under the terms of ERISA.

8. At all times material and relevant hereto, all policy premiums due on behalf of the Plaintiff under said policy were paid.

9. At all times material and relevant hereto, the Plaintiff performed all obligations required of him under said contract of insurance.

10. At all times material and relevant hereto, the Plaintiff was a qualified participant in the employee benefit plan provided by Prudential to the Plaintiff's employer.

11. On a date certain, the Plaintiff filed an application for long term disability benefits with Prudential the Claimant began receiving benefits on August 12, 2019. The Plaintiff's claim was denied beyond August 11, 2021.

12. The Plaintiff filed an administrative appeal and submitted additional medical records and opinions of her treating doctors in support of her claim.

13. By correspondence dated August 31, 2022, Prudential denied the Plaintiff's administrative appeal and informed her of her right to bring a civil action

disputing the adverse benefit decision.

14. Prudential acted arbitrarily, capriciously and in a manner serving only its own business interest when it denied the Plaintiff's claim for disability benefits.

15. The actions of Prudential in denying the Plaintiff's claim for disability insurance benefits was arbitrary, capricious and was not made in good faith and made in violation of 29 U.S.C. §1001, et seq.

16. The actions of Prudential in denying the Plaintiff's claim for disability insurance benefits are contrary to the language of the policy in question.

17. The Plaintiff is entitled to disability insurance benefits under the aforementioned policy as she has satisfied through medical evidence that she meets the definition of disability under the policy of insurance.

18. The Plaintiff is entitled to recover the benefits due to her under the aforementioned insurance policy in accordance with 29 U.S.C. §1132.

19. As a direct and proximate result of the actions of Prudential as herein above more particularly described, the Plaintiff has been caused to incur attorneys' fees in an amount not yet known.

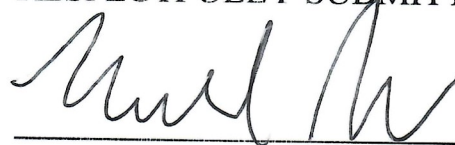
20. As a direct and proximate result of the actions of Prudential, the Plaintiff has sustained damages in an amount not yet known to the Plaintiff; however, upon information and belief, such damages will approximate the amount of benefits due and owing to the Plaintiff from August 11, 2021 and continuing into the future.

WHEREFORE, the Plaintiff, Karyn Cummings, respectfully requests that judgment be entered against Prudential as follows:

1. Ordering Prudential to pay to the Plaintiff, Karyn Cummings, all long term disability insurance benefits due and owing to her from August 11, 2021 and continuing into the future;
2. Awarding the Plaintiff, Karyn Cummings, prejudgment interest on the award until the date of judgment;
3. Awarding the Plaintiff's attorney's fees, court costs and other reasonable costs incurred for the prosecution of the instant action;
4. Granting such other and further relief as the Court may deem just and proper.

RESPECTFULLY SUBMITTED,

BY: \_\_\_\_\_



Michael J. Parker  
PA Bar Id. No.: 93024

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